

Significant
Res 210

Dane County Contract Cover Sheet

Dept./Division	Badger Prairie HCC	Contract # <small>Admin will assign</small>	13862
Vendor Name	Care Systems Inc.	Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor MUNIS #	28816	Type of Contract	
Brief Contract Title/Description	Staff Scheduling Software for Badger Prairie Health Care Center	<input checked="" type="checkbox"/>	Dane County Contract
Contract Term	1/1/20 - 12/31/24	<input type="checkbox"/>	Grant
Total Contract Amount	\$ 169,970	<input type="checkbox"/>	County Lessee
		<input type="checkbox"/>	County Lessor
		<input type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
		<input type="checkbox"/>	Property Sale
		<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 118067
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	BPHCCAPP	Obj Code	58533	Amount	\$ 169,970
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res # 210
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year 19-20

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	12/6/19		
MH	Controller	12/6/19	12/6/19	
GC	Purchasing	12/6/19	12/6/19	
AS	Corporation Counsel	12/6/19	12/12/19	
AS	Risk Management	12/6/19	12/6/19	
	County Executive			

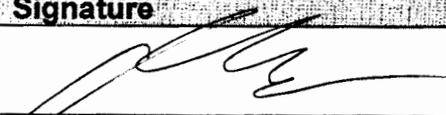
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Laura Geurink	Name	Care Systems Inc / Paatric Bugge
Phone #	608-845-1224	Phone #	240-404-0355
Email	geurink.laura@countyofdane.com	Email	zvallabha@setaf.com pbugge@care systems.com
Address	1100 E. Verona Ave, Verona WI 53593	Address	1 Research Court, Suite 120, Rockville, MD 20850-6200

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		12/6/19
	Printed Name	
	William Grotzman	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		12/6/19
	Comments	

2019 RES-210

**ACCEPTING THE CONTRACT FOR BADGER PRAIRIE SCHEDULING SOFTWARE
DCDHS – BADGER PRAIRIE**

Badger Prairie Health Care Center currently has a manual system for scheduling staff nurses and certified nursing assistants. This system is cumbersome and uses a substantial amount of paper. Badger Prairie issued RFP# 118067 to find an electronic scheduling system to improve the existing processes. Care Systems, Inc. was selected as the software best fitting Dane County's needs and a contract has been negotiated with Care Systems, Inc.

The capital portion of the contract totals \$107,665. This resolution transfers funds from capital project budget lines to fund the project. This project is significant and requires County Board approval.

NOW, THEREFORE, BE IT RESOLVED that Care Systems, Inc. be awarded the contract with a maximum cost of \$170,000 for the five-year agreement.

BE IT FURTHER RESOLVED that the following expense accounts be adjusted in the Department of Human Services:

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
BPHCCAPP 58533	Scheduling Software	\$107,665
BPHCCAPP 57115	BPHCC Storm Water Control	<\$44,673>
BPHCCAPP 57942	Nursing Home Construction	<\$62,992>

BE IT FINALLY RESOLVED that the County Executive and the County Clerk are hereby authorized to execute the agreement with Care Systems, Inc. on behalf of Dane County.

DANE COUNTY CONTRACT # 13862



of Pages Including Schedules: 52
Expiration Date: December 31, 2024
Authority: Res. # 210, 19-20
Department: Badger Prairie Health Care Center
Maximum Cost: 169,970.00
Registered Agent: Dane County Title Company LLC
Registered Agent Address: 901 S. Whitney Way, Madison, WI 53711

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Care Systems Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1100 E. Verona Ave, Verona, WI 53593, desires to purchase services from PROVIDER for the purpose of providing staff scheduling software, configuration, installation, training and maintenance services; and

WHEREAS PROVIDER, whose address is 1 Research Court, Suite 120, Rockville, MD 20850-6200, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. **ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. **TERMINATION:**

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. **PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. **REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. **DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. **INSURANCE:**

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

~~PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability~~

~~policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.~~

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

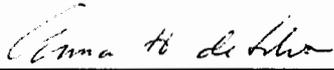
- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:



Anura DeSilva, CEO Care Systems Inc.

12/06/2019
Date Signed



Emily Danyluk, Dir. Of Corporate Development Care Systems Inc.

12/06/2019
Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

PROVIDER will provide the following to COUNTY:

- Care Ware base system
- 200 licenses
- Project setup
- Onsite Training
- Software maintenance
- Vacation bidding module
- HR data and accrual interface (Kronos to CareWare)
- Schedule Actions Interface – Schedule Export (CareWare to Kronos)
- Schedule actions interface – request action import (Kronos to CareWare)
- Time Data Interface (Kronos to CareWare)
- Nightly backup
- Cloud hosting

Overall Project Provisions

1. No changes shall be made to the terms of the Agreement or any of its attachments or exhibits except by written addendum to this contract.

Project Manager

1. PROVIDER shall assign a Project Manager to the Implementation.
 - a. The Project Manager will be assigned to the project through final acceptance.
 - b. Project manager shall meet with the County Project manager on a mutually agreed upon schedule either by telephone or in person throughout the duration of the project.
 - c. COUNTY may seek removal of PROVIDER's Project Manager and PROVIDER will comply with any such request. Provider and COUNTY shall mutually agree on any replacement of the project manager.
 - d. COUNTY may withhold payment to PROVIDER for failure to provide a project manager for the entire term of the project.
2. PROVIDER shall timely complete all activities detailed in this agreement.

Consulting Services

1. PROVIDER will map the existing workflow and procedures related to scheduling, vacation bidding, and schedule modifications. This map is designed to make the change to an automated system less difficult.

2. PROVIDER will propose future state workflows of the processes identified in Consulting Services - #1 that are supposed by CareWare's software. COUNTY will review and approve the future state workflows. The goal of this consultative process is to identify any potential resistance that automation steps might meet ahead of time, and to have appropriate time to design the best change management language and process. Blindly forging ahead without identifying and anticipating user resistance and taking needed change management steps is a recipe for large delays, or worse, lack of end-user adoption.
3. PROVIDER will meet with COUNTY staff as necessary in order to review the existing data and business practices. PROVIDER will gather all Care Systems Response to RFP the details relevant to the new system: department names, unit names, team names, employee grades, staffing level requirements, shifts applicable to each unit, shift names/hours, credentials, pay rules, overtime rules, etc. This extensive point-by-point data collection process will ensure that staff level users receive a system that looks and feels comparable to the existing staff scheduling process, and that everything will work as it is expected to
4. PROVIDER will use the information learned in Consulting Services #3 in order to develop a configuration of Care System's software. COUNTY reserves the right to approve the software configuration and to request additional modifications as necessary to configure the software to the COUNTY's business needs.
5. After the project kick off meeting, PROVIDER shall configure the IT environment, validate remote access needs and methods to meet those needs, plan the set-up of the standard environments for enhancement development, training/testing, and production post go-live. The environments will be validated to satisfy County's IT team, following a consultative approach, with the database structure adopted and the general technical architecture discussed thoroughly.
6. During implementation, Provider and County will identify and agree on any customizations needed by County to meet specific nuanced requirements that will deliver operational efficiencies to the Badger Prairie Health Care Center, as included in the scope of the RFP, at no cost to County. Brand new or major customizations outside of the scope of the RFP may be accomplished by adding the work to this contract by addendum at an additional cost.

Software Maintenance

Provider shall provide maintenance in accordance with the Schedule F: Service Level Agreement (SLA) that will stipulate the conditions for support during the initial 5-year contract term.

Service Description	Response/SLA
Service Support hours	0830-1730 EST x 5 days/week
Response Time for total service loss (Maximum)	240 minutes (provided 24x7x365)
Median Fix Time for total service loss (Maximum)	24 hours
Availability	99.9% (excluding during DR)

Provider's customer support processes shall be in full gear starting from the first day of the first week of training. Provider's one-click support request feature, the "Ask CSI" buttons that appear on every screen in the CareWare solution, will be ready for user requests regardless of the level of help needed. Phone calls and email requests for support are normally not required, except perhaps in critical/high priority situations. For regular priority support needs, which will be the situation more than 95% of the time, the "Ask CSI" button is simple to use and expedites the support process.

Provider's Project Manager and onsite and offsite staff are available for support while the project is being implemented pre and post Go-Live. Provider shall maintain a team of Customer Support Personnel who will be available during standard business hours (or for extended hours should County require augmented support). In addition, a Service Delivery Lead, who is responsible for the management of this team, will also be available during these hours. If there is a critical incident, a Service Assurance Manager will be available. This covers periods of disaster and disaster recovery.

As part of implementation services, the Provider's team shall set up server monitoring software to monitor the performance and "health" of both the server and the application. This monitoring software will utilize email/SMS technology to inform specific parties of any anomalies. In addition to automated monitors, County's IT staff would periodically connect to the servers to ensure the correct operation of the application.

Under the direction of County and other clients, Provider may develop future enhancements to CareWare and produce documentation necessary to work with it. Provider shall provide one free application upgrade ("new versions") a year to County, and these would be provided in a similar timeline that Provider provides the same versions to other customers. All application setup configurations at County shall be preserved during any upgrades. Any required configuration changes shall be mutually agreed upon by Provider and County.

Application patches ("fixes") will be provided on an as-needed basis as agreed upon by Provider and County, and again will be completed at an agreed upon time. All upgrades are scheduled to occur in a time slot that has least impact to users (usually midnight), and communicated well in advance, along with work backup and recovery plans. Notification of these maintenance windows will be provided well in excess of 72 hours prior to any essential downtime and will be agreed upon in advance by County. No planned downtime will take place without prior approval by County. Overall uptime will be in excess of 99.95%.

Online Data Delivery

Provider will provide nightly full database backups of County's Care Ware scheduling application via a secure Amazon S3 bucket which is reserved solely for County. This data repository is highly available and contains most secure server-side data encryption which applies to 'data encryption at rest' with a 256bit AES block cypher.

County will be provided with a secure URL with a unique login to access the database repository which contains the daily database backups as specified below.

Backup frequency: Daily

Backup time: 12.00am Eastern Time

Backup type: Full Database backup (MS SQL *.bak format)

Retention Period: Retention period of the data backups is restricted to 15 days. Any DB backup older than 15 days will be automatically deleted from the S3 bucket.

Delivery method: Online (electronic access)

County can access or download the appropriate database backup from the link provided by Care Systems at any time.

Ownership and Retention of Data

Ultimate ownership of the data always remains with County. At the time of contract completion for any reason, Provider shall deliver the complete data set processed up to the final date as a full database backup to County. Data will be provided in all scenarios as a MSSQL DBMS.

New Software Version

When Provider releases the new version of the software that eliminates the Java component, Provider will make this version available to the County. License and support costs will remain the same as in the current version. There may be minor implementation charges, which will be provided by Provider to County as a written quotation and accepted by written addendum to this contract. Web-based training for transitioning to the new product will be free of charge. County may implement the new software version at its discretion at any time within 2 years of notification of its availability.

Acceptance

All testing shall be conducted by Provider and County according to acceptance plan documents mutually agreed upon by County and Provider within the first 60 days after contract signing. Disposition of failures should be reviewed and resolved in a timely manner by the PROVIDER with input by COUNTY as needed. When a failure cannot be rectified, it shall be logged as "Failed" in the test results and noted with a comment as to the cause. Disposition of failures and their resolution shall be reviewed and resolved. Provider will correct the deficiencies within ten (10) business days. Dane County is the sole determiner of final acceptance. Final acceptance will not be unreasonably withheld by Dane County.

SCHEDULE B Pricing Structure and Payment

Item	Description	Cost
1	5 Year License Cost - 200 Users (Including Year 1 of Annual Software Maintenance)	\$39,215
2	Cost per additional license (5 Year Cost)	\$196
3	Cloud Hosting Option Cost – Per Year \$2,400	\$12,000
4	Project program setup cost	\$20,600
5	Software on-site training	\$5,400
6	Travel expenses related to items 3 & 4 above	\$4,500
7	Annual Software Maintenance Contract year 2	\$6,900
8	Annual Software Maintenance Contract year 3	\$7,176
9	Annual Software Maintenance Contract year 4	\$7,463
10	Annual Software Maintenance Contract year 5	\$7,762
	Total Purchase (Based on 180 licenses over 5 years)	\$104,892

12% discount on the overall support costs for years two through five, as quoted originally. This is based on a consolidated upfront payment of \$25,785 within three months of Go-Live Acceptance.

Vacation Bidding Module Costs		
1	Implementation and 5 Year License - 180 Users	\$19,000
2	Additional Annual Support/Maintenance Costs for Vacation Bidding Module***	\$3,000

Support cost to be fixed at \$3,000 per year if support costs are paid in a \$15,000 upfront payment.

Interfacing Implementation Costs		
1	HR Data and Accrual Interface (Kronos to CareWare)	\$6,000
2	Schedule Actions Interface - Schedule Export (CareWare to Kronos)	\$4,000
3	Schedule Actions Interface - Request Action Import (Kronos to CareWare)	\$4,000
4	Time Data Interface (Kronos to CareWare)	\$4,000
5	Annual Interface Support/Maintenance Cost****	\$2,000

Support cost to be fixed at \$2,000 per year if support costs are paid in a \$10,000 upfront payment.

Data Provision Agreement Costs		
1	Option 1 - Online Data Delivery, Nightly Backup (One Time Setup Cost)	\$950

Additional Optional Items

1	Payroll Based Journaling (PBJ) Interface	\$2,000
2	CareTime Implementation (Time & Attendance Management Module)	\$3,900
3	First Year of Subscription to CareTime	\$7,500
4	Second to fifth years of subscription to CareTime (per year)	\$2,500
5	CareLearn Implementation (Education Management Module)	\$1,800
6	First Year of Subscription to CareLearn	\$7,500
7	Second to fifth years of subscription to CareLearn (per year)	\$2,500

4% discount on the annual cloud hosting cost and maintain that cost through 5 years, if the entire 5-year cost is paid upfront. This is a consolidated 5-year cost of \$11,520.

Annual maintenance for modules purchased via this contract will begin the day following final acceptance by the County. Once the initial five-year term is over, the maintenance for products covered under this contract is subject to an annual increase not to exceed 3%

Payment Milestones On Next Page

Deliverable	Details	Amount	Invoice #	Payment
At Contract	50% of License Basic License Cost	\$19,607.50		
<i>Week 0</i>	Total at Contract	\$19,607.50	1	\$19,607.50
Work Segment 1	25% of Setup	\$5,150.00		
<i>Week 4</i>	50% of Travel	\$2,250.00		
	Total Work Segment 1	\$7,400.00		
Work Segment 2	100% Hosting Costs	\$11,520.00		
<i>Week 7</i>	100% of Data Backup Costs	\$950.00		
	50% of Vacation Bidding Module Implementation Cost	\$9,500.00		
	Total Work Segment 2	\$21,970.00	2	\$29,370.00
Work Segment 3	100% of Interfacing Costs	\$20,000.00		
<i>Week 10</i>	Total Work Segment 3	\$20,000.00		
Work Segment 4	25% of Setup	\$5,150.00		
<i>Week 13</i>	Total Work Segment 4	\$5,150.00	3	\$25,150.00
Work Segment 5	50% of Setup	\$10,300.00		
<i>Week 18</i>	100% of Training	\$5,400.00		
	50% of Travel	\$2,250.00		
	Total Work Segment 5	\$17,950.00		
Work Segment 6	50% of License Basic License Cost	\$19,607.50		
<i>Week 21</i>	50% of Vacation Bidding Module Implementation Cost	\$9,500.00		
	100% of Vacation Bidding Module Maintenance Contract Year 1	\$3,000.00		
	Total Work Segment 6	\$32,107.50	4	\$50,057.50
Post Go-Live Acceptance	Annual Software Maintenance Contract Years 2 -5	\$25,785.00		
<i>Week 33**</i>	Vacation Bidding Module Maintenance Contract Years 2 -5	\$12,000.00		
	Interfacing Maintenance Contract Years 2 -5	\$8,000.00		
	Total Post Go-Live Acceptance	\$45,785.00	5	\$45,785.00

Milestones based on deliverables list in the enclosed Implementation Plan*

*pricing and milestones based on previous indication from Dane County that all ongoing costs would be paid upfront

**Go-Live Acceptance is defined by Care Systems as 30 days, or sooner, after Go-Live.

SCHEDULE C Reports

The CareWare Standard Reports are as follows:

Report	Brief
Administrative Reports	
Access Levels Report	Access level of all the users within CareWare with their Name, Grade and Allocated Unit
Active Users Report	Shows which user are active and when they have logged into CareWare
Log Report	Tracks the usage of the application through log of transactions and activities that have occurred within CareWare during a certain time range
Position Control Report	Represents activities that are necessary to ensure compliance with hospital controls and budget allocations.
Staff Turnover Report	The report displays employees that are no longer associated with an "active/working" status
Unit Position Report	Uses the unit's position list (from the Unit Profile) to compare with staff's position code (from Employee Profile)
Personnel Reports	
Birthday Report	Lists the employee names, ordered by birthday month and date.
Credentials Report	Provides detailed data regarding employees' credentials that have been entered and recorded within CareWare.
Employee Contact Info Report	Lists contact information for all employees in a selected unit.
Hire Date/ Seniority Report	Shows the unit, grade, FTE, shift pattern, hire date and employee status for each employee.
FTE Listing Report	Lists the employees; their related FTEs and status for a selected effective date
New Joiners Report	Lists all employees whose hire date falls within the selected date range.
Work History Reports	
Absenteeism / Unplanned Leave – Per Employee Report	A detailed report offering a view of each selected employee's absences from scheduled work hours.
Absenteeism / Unplanned Leave – Table View Report	Same information as above report, but displayed as a single table where each row represents a separate occurrence of unplanned leave.
Assignment Types Report	A detailed report showing a listing of all assignments for each selected employee for the given time range.
Attendance Report	In this report, management users may print calendars for each employee for a given time period or month to review shifts, cancellations, and all other scheduled assignments.
Daily Staffing Comments	Displays all comments that have been added into the general comment box on the Daily Staffing screen.

Employee Response Report	Shows employee responses, date of response and any comments associated with the responses.
Floating Report	A floating report provides a summary view of the employees floated to & from other units in a given period of time.
Holiday Report	Shows specific assignments, leaves etc taken by staff on the holidays falling inside the selected date range.
In Charge Report	Outlines all staff who have been assigned with the "in charge" attribute.
On Call Report	Displays the individuals who have been assigned on call shifts for the selected units and time frame.
Non Productive Assignments Report	Gives the number of non-productive nursing hours as a portion of total hours worked.
Request Status Report	Provides the relevant details (including Request Status) for each submitted request.
Schedule Cost Report	A summarized table view of the cost per employee grade for the selected time frame.
Schedule Statistics Report	Breaks down the shift count (or hours worked) into basic types such as weekends, charge, bids, etc, as well as how many fell into day, evening, or night periods.
Coverage Reports	
Average Census Report	Monthly average census data for each day of the week for a selected month and selected units
Census And Staffing Variation Report	Uses the unit's census, staffing matrix, and actual schedule to indicate average census, recommended staff, actual staff and variance for selected dates.
Coverage Report	Displays budgeted and occupied hours for a particular grade for all the demand periods in the unit for a specific scheduling period
Productivity Report	Outlines target staffing hours based on a unit's workload staffing matrix combined with available census information. This data is then used to present variance and hours per patient day (HPPD) based on the number of scheduled staff.
Resource Usage Report Weekly Budget Report	Indicates hours worked by unit employees and breakdown different types of hours used with in an unit such as float outs, float ins and non-productive hours
Weekly Budget Report	Indicates the headcount of employees, the hours of employees, and the cost of employees for a selected week and time period for all units
Schedule And Punch Comparison Report	Displays a list of employee punch times versus their CareWare schedule to provide a comparison.
Schedule Printouts	
Coverage/Need Graph	Indicates coverage for each grade over different periods of the day
Daily Coverage Graph	Indicates daily coverage for a unit
Daily Schedule By Column	Provides a summarized column view of the unit's daily schedule
Daily Schedule By Row	Provides a summarized row view of the unit's daily schedule

Daily Schedule By Shift	Indicates the employees working in a particular day by shift for selected day or date range
Daily Staffing Condensed Report	Similar to the "Daily Schedule By Column". But periods of the day will be presented in separate tables.
Daily Staffing Printable	Similar to the "Daily Schedule By Row".
Individual Schedules Report	Indicates the individual schedules of the selected employees over specific period of time.
Individual Schedules	Shows selected users shift details for the time range selected
On Call	Indicates On Call shifts for a selected unit over a selected period of time
Schedule Summary Comparison Report	Provides a comparison between 2 selected units in terms of Coverage, Assignment Time Distribution, Resource Usage and Staff Satisfaction
Shift By Unit	Indicates employees of the selected units under the shifts that they are assigned to
Summarized Daily Reports	Indicates the daily schedules of the selected units over a selected period of time in a column view
Unit Schedules	Indicates the selected scheduling periods for selected units
Weekly Schedules	Provides a weekly view of the unit schedule. Employees who are working in each day under which shifts will be displayed
Custom Reports	Allows to select records from tables of the CareWare database and produce a report in tabular format
Email Reports	Enables the user to auto-generate emails with reporting information
Email Graphs	Enables the user to auto-generate emails with reporting information (graphs)

Graphical Reports (Dashboard)

Administrative	
Credential Warnings	Displays the total number of credential warnings per area according to their expiration dates such as "In Alert", "In Grace" and "Expired". The "Missing" field in this dashboard item is populated if a required credential for an employee is not found.
Resource Usage	Displays a pie graph of the types of employee hours rostered across the selected area(s) and time range. For example, "In the month of August, about 83% of rostered hours are from full time staff and less than 1% is from agency".
Time Record Discrepancies	Displays the total number of time record discrepancies within a pay period for each selected employee.
Today's Employee Clock Times (Area Level)	If your hospital has an interface in place in which CareWare receives the employee clock swipe (or "punch") data from a time and attendance system, this item will provide a table summary to compare roster times versus clock times.
Area roster status check	Displays options to help you as a manager to "keep an eye" on the status of rostering periods for all the areas that you have access to.
Census & Productivity	
Daily Productivity Tracking	For each day of the selected time range, this table compares the Actual Productive Hours against the Workload Productive Hours (i.e. the recommended number of hours based on both the Census data and the Workload Staffing Matrix).
Hospital Census – Current Day	Displays the latest census data available within the past 12hrs.
HPPD Budget Comparison Chart	Displays the running view of Hours Per Patient Day over time.
HPPD by Area and Band Groupings	Provides options to view how the budgeted HPPD value for area(s) and Band(s) relates to the actual HPPD based on census and staff hours.
Occupancy - Weekly	Displays the average percentage of area occupancy for the past even days. This value is calculated by reviewing the average census value versus the area capacity (new field found on area's Workload staffing matrix).

Overtime Analysis	This tile shows the Overtime hours for selected employees for the selected time range.
Productivity	Information from the Daily Productivity report. Best viewed when the user has the dashboard configured for 1 – 2 columns.
Productivity Analysis	This tile helps the manager view the productivity details for various periods of times for desired areas and also see the distribution of hours worked between various bands and shifts.
Productivity Control Tool	If a hospital has target HPPDs for certain period lengths, this tile helps the manager plan the staffing for the remainder of the period in the middle of the period by considering the HPPD up to the current date and altering the staffing levels accordingly to try and achieve the targeted HPPD by the end of the period.
Area Census – 24 Hours	Displays the census for your area on the selected day. The census is displayed for each hour of the day.
Costing	
Roster Cost Estimation	The overall cost for the given date range is calculated based on the hourly rate, band, work hours, etc.
Open Shift Management	
Bank Report	The Unfilled Shifts option will display the total number of opened unfilled bank shifts for each day. The Booked/Unfilled Shifts option will display the total number of assigned and opened unfilled bank shifts, respectively.
Centralized Bidding	A centralized reminders tile which displays incoming bid messages for all areas. For example, "2 pending bids in ICU, 4 pending bids in MS" etc.
Personal	
My Roster	Displays your personal calendar for the month.
Reminders	Outlines any incoming items that may require attention.
Request Approval	Displays the status of the pending requests.
Staffing	
Availability List	The staffing level (from the area's Staffing Level Profile) versus current coverage numbers per band for the selected area.

Coverage - Current	The staffing level (from the area's Staffing Level Profile) versus current coverage numbers per band for the selected area.
Floated In/Out	Lists employees who have been floated to and from the selected area for the current date.
On Call List	The staffing level (from the area's Staffing Level Profile) versus current coverage numbers per band for the selected area.
Staffing	Compares an area's recommended staffing based on current census versus the actual amount of staff currently rostered.
Staffing Communication - Daily	Displays the messages written within the Daily Staffing screen.
Staffing Level/Coverage	The current coverage numbers per band for each area. Red indicates understaffed when compared to the area's staffing level profile. Blue text indicates overstaffed.
Staffing variance	Displays a pie graph of the types of employee hours rostered across the selected area(s) and time range. For example, "In the month of August, about 83% of our rostered hours are from full time staff and less than 1% is from agency."
Multi-Area View	
Area Roster Status check	Displays options to help you as a manager to "keep an eye" on the status of rostering periods for all the areas that you have access to.
Resource Usage	Displays a pie graph of the types of employee hours rostered across the selected area(s) and time range. For example, "In the month of August, about 83% of our rostered hours are from full time staff and less than 1% is from agency."
Absenteeism – Multi Area Trends	A pie chart displaying the % distribution of the type of absenteeism OR distribution of absenteeism among selected areas.
Hospital Census – Current Day	Displays the latest census data available within the past 12hrs.

The availability and practicality of reports and dashboard tiles are linked to applicable and available data. If there is no data, there will be no available report. For example, Absenteeism Reports will produce no data if the system is not used to record absenteeism events. In addition, some of the reports and dashboard tiles will only be available if certain modules are utilized. For example, a Time Recordings Report will not produce any data unless there is a subscription to CareTime and it is subsequently used.

SCHEDULE D Implementation & Training Plan

<div style="border: 1px solid black; padding: 5px;"> <p>CareWare Implementation Plan Version 1</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p> BPHCC and Care Systems</p> <p> BPHCC Manager/Supervisor Training and Associated Efforts</p> <p> BPHCC with CS Oversight</p> </div> <div style="width: 45%;"> <p> Badger Prairie Health Care Center (BPHCC)</p> <p> Care Systems</p> </div> </div> </div>		<div style="display: flex; justify-content: space-around; font-size: small;"> BPHCC Project/Program Manager BPHCC Dept. Mgt. /Ops. Staff BPHCC ICT CS Project Manager CS Technical </div>																									
		Approx. work days of effort (rounded) of each major category of Staff, both BPHCC and Vendor					Month 1				Month 2				Month 3					Month 4				Month 5			
							1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4
WS 1- Project Planning - Kick Off and Sign Off of Plans																											
1.1	Identify project client side key stakeholders and other resources and understand level of time commitment	1		1	1	1																					
1.2	Agree on project goals, structures and key roles	1		1	1	1																					
1.3	Prepare Project Charter	1	2	1	1	3																					
1.4	Kick Off Meetings	1	2	1	1	2																					
1.5	Super user initial orientation		2	1		1																					
1.6	Meetings with BPHCC- ICT Staff; obtain feedback/ideas on proposed Technical Architecture	1		2	1	2																					
1.7	Define/Map Workflow for scheduling and management at BPHCC administration levels	2	4	1	2	2																					
1.8	Discuss, identify adoption and schedule risk elements. Develop and finalize risk management plan	1	2	1	1	2																					

SCHEDULE E

Training Schedule and Detail

Provider has a comprehensive training approach designed to promote adoption and implement a smooth and complete process transformation so that BPHCC can rapidly achieve its operational and financial objectives.

Provider has two portals or “renditions” of its product, a FULL portal for those needing to use a full suite of functionality (e.g. creating and managing schedules), and a LITE portal that shows just the functions that a staff level user needs to use. This has become a key contributor to our consistent and complete success in getting every member, manager and staff alike, to fully use the functions they need. Training staff level users on the FULL version is unnecessarily confusing, and not a way to motivate a staff level user who may wonder “why are we being forced into learn a lot of functions we will never need, just to go to a new lifestyle to get our job done; I was fine with the way things were.” Unnecessarily exposing staff levels to the vast richness of the managerial or FULL portal is the last thing an organization wanting a full transition into an automated environment should be doing.

Provider offers flexible training options for super user and manager training. In this instance, however, Provider recommends that the project adopts a hybrid “train the trainer” approach, equipping super users and managers with the necessary skills and proficiency to train staff level users, should a future need arise, in the case of follow up training or accommodating new staff members. By following this approach, we can fully meet the needs of the entire user community, keep the future costs of training low, and retain the knowledge within BPHCC. By involving super users and/or managers in the staff level training, BHPCC can deliver an intangible advantage, building a sense of ownership of the system within BPHCC, which is a very positive contributor to change management into a digital culture.

Provider recommends classroom style hands-on training of CareWare for the training of super users and managers. Provider will provide two days onsite training, at a single location provided by BPHCC, for the training of super users and managers by Provider staff. Provider will follow this up with a day of training for staff level users, with two trainers on site during this three day period. If preferred, either super users trained by Provider or managers can train their staff in the LITE portal depending on individual situations – e.g. if it seems that the familiarity of a staff member with their direct manager, and vice versa, aids the process and the manager’s time is available, then it is advantageous to have their own manager, not an appointed external or internal trainer, deliver the LITE portal training. Provider will provide oversight during staff level training, if this option is selected.

A further support option is webinar type training option, which allows flexibility to those who are unable to attend onsite training or those who would benefit from refresher training. This is an alternative to using onsite managers and super users. All these modes are within the Provider training suite, from which we pick what is best for each situation, in consultation with BHPCC.

The proposed approach is a hybrid ‘Train the Trainer’ solution, utilizing a core group of internal trainers (can also be super users and managers) within BPHCC. In summary, this approach has three distinct advantages.

- a) It can reduce the cost of training a large number of staff level and the cost of repeat training.
- b) Retains expertise on the system within the organization, long after the implementation has been completed.
- c) Captures the great opportunity for the organization to “own” the CareWare suite as their own, which would be lost by a reliance on Provider in training.

If BPHCC would like an alternative training approach, Provider is happy to discuss and converge to a solution that best suits organizational requirements.

Planning of the training is typically a thoughtful team effort with the client organization’s project team. Upon obtaining the agreement of BPHCC management, Provider’ Project Manager will distribute user preparedness surveys to assess the level of readiness of client managers and staff (mostly covering computer literacy), at each phase of the project. If the surveys show a deficit in the desired (basic) knowledge of computer use, Provider and the client organization can agree on how this deficit can be fulfilled prior to the conduct of CareWare training for both managers and staff level users.

After discussions with the BPHCC project champion, project manager, and selected unit managers, the BPHCC-Provider team will agree most likely on a hybrid approach that best fits the organization and guarantees the desired outcome from the training. The intensive interviews that will be conducted in the early discovery phase will certainly contribute greatly to coming up with an optimal approach. Provider finds that the fusion of our industry experience with a client’s organizational knowledge is the key to successful training.

Training Delivery

There are three “golden” rules in delivering training that Provider follows:

- Time the training to be as close as possible to the subsequent “first use” as possible
- Track the usage of the key functions that are necessary to drive the organization to a digital environment
- Provide refresher training without delay to prevent users getting discouraged

Provider’ success in client organizations achieving a high level of adoption has been attributed partly to the adherence to the above rules and partly to the ensuring we create system expertise within organizations by training super users. Provider works with BPHCC management to decide on the timing of training sessions. Timing is based on the availability of trainees. The input of the client organization’s project team is critical in optimally scheduling training. The duration of training under this approach depends on the level of preparedness of trainees which Provider determines with our user readiness surveys.

All training materials, including handouts, are developed and provided by Provider and all training offered is delivered at BPHCC facilities, a much more beneficial approach than web-based initial training. An IT environment referred to as the “training database” is set up by the Provider implementation team prior to all training. It will contain the

organization's data so that users are trained using their own information, providing familiarity and context to training scenarios. The database will also be available as an ongoing resource, allowing users to build familiarity with the system. After system Go-Live, Provider may suggest a time-phased pattern of refresher training if it sees a need or if BPHCC identifies the need for such periodic, additional training. This need can be assessed by examining the audit reports of functional usage that are routinely available to managers. These training sessions can be provided by BPHCC super users and managers, or Provider can deliver training once again if necessary. Upon going live, Provider maintains, in addition to a fully staffed support desk that has been forewarned that new trainees are going to be using the system, a routine of weekly calls to monitor progress and address questions and concerns from management level users. Provider recommends a two-day visit to some of the user's sites approximately four months after the Go-Live date to help users at their own facilities. These procedures are in place to ensure that BPHCC elicits maximal benefits from the training process. All steps may not be necessary, but they are available if needed to maximize adoption, usage and operational benefits. Three types of training sessions are needed to serve the scope defined in the requirements by BPHCC. They are described below in Section 2 with the proposed timeline for training outlined in the section below.

Training Timetable

- Blocks in green are Super User /Manager training
- Blocks in orange are staff level user training

TRAINING PLAN	
Approximately 200 Staff in Total 5 Super Users (Schedule Managers) and 5 Managers (Schedule Creators)	
Day 1 (One single session)	
Training Delivery	Provider
Trainee	Super Users
	Managers
Day 2 & 3 (45 minute blocks of 12-15 users)	
Training Delivery	Provider
Trainee	Staff
Oversight/Guidance	Super Users & Managers

*Provider has made the assumption that there are 5 super users to be trained along with 5 managers, based on the responses to questions in Addendum #2 in the original RFP. We recommend training super users, personnel with the capability to become experts in the system so that a high level of system expertise is retained within the BPHCC, and BPHCC has the autonomy to make changes to the system with confidence. Our approach is completely flexible so we can tailor our plan if these numbers are much different. A decision on what numbers are required for managerial and super user training can be agreed between BPHCC and Provider. This is an approximate training timetable and structure, based on our interpretation of the requirements. Provider believes strongly in a discovery phase and in careful listening to opinions of both university management and selected staff level users. Our methodology is flexible and open to discussion. As with all elements of our plan, we tailor it to meet the needs of BPHCC where possible. This plan is designed to ensure

that super users at BPHCC gain significant exposure to the system and a sense of ownership subsequent to the training process.

This plan of infusing Provider experience in interviews, focus groups, change management, and various varieties of training is assured to meet the intended needs of BPHCC in a transition to an automated software environment. We share BPHCC goals of attaining high efficiency, cost savings, and manager and staff level satisfaction.

The crux of our approach is to meet, discuss, listen, and tailor, based not just on stated requirements, but the many nuances yet to be discovered through close interaction with BPHCC representatives.

User Descriptions

Super Users: They will be the staff who have the innate capability to learn the system at an expert level. They will be the core of expertise in the operation of the system. They can also deliver training to managers or staff level users if BPHCC would like to follow this approach.

Managers: Department/unit managers with the responsibility of using the system to create, manage and edit employee schedules among other functions. They may also conduct staff level training in the LITE portal if necessary.

Staff: Employees who are not managers or will not take on charge positions in the absence of the formal manager, and who will only use the system for staff level functions.

The roles and the elements covered during training can be changed during project planning, based on the requirements and opinions of BPHCC.

Participants per training session:

- Super User /Manager training – Up to 12 users per session, each trainee at a workstation.
- Staff training – As this only takes a short period of time to complete, requirements are much more flexible and numbers can be decided upon by BPHCC (Recommended 12-15 users per session)

THREE TYPES OF TRAINING SESSIONS

1.1 Training of Super Users BPHCC for the Overall Product Offering relevant to BPHCC Requirements – primarily CareStaffer

Delivery by: Provider Training Experts

Duration: 6 Hours, including Q&A. Provider trainers will stay over for additional Q&A

The following training for super users and administrators at the BPHCC lasts almost a full day and each session is divided into 2 parts. At the end of these two-part session, the Train the Trainer attendees will be able to capably deliver training in the CareStaffer module and all associated functions if required. They will also be skilled in navigating and setting/resetting Global Parameters within the system.

This training covers all the functions that a super user needs to know in order to have expertise in our system. The topics covered in the training sessions are broken down into the following functions:

CareStaffer

- Navigation within CareStaffer
- Configuring Shortcuts/Personalizing Business Intelligence Real-Time Dashboard
- Viewing reminders/alerts panel, “Drilling Down”/taking relevant actions after Drill Down
- Setting staffing level by shift- setting, viewing, adjusting, and updating
- Managing employee profiles and preferences, distinguishing between what data comes in from interfaces versus what data specialized for scheduling are locally set
- Setting recurring shift assignments (using the assignments template) unit or departmental work schedules (building schedules and modifying them, how to respond to various alerts or color changes that appear when policies are violated)
- Review and update of (previously set up) unit data (staffing levels, employee profiles, shifts, recurring templates, etc.)
- Creating unit schedules by one of three methods provided by CareWare, or using a hybrid of methods
- Approving Annual Leave or requests for other leave types (leave types are set to match client types; e.g. day off, sick, non-recurring (e.g. Jury duty), education, training, etc.
- Approving swaps that occurred in automated mode/other shift assignment changes
- Reports – Easy access mode vs. drop-down menu mode, selecting time range and organizational unit parameters, use of Provider’ free report generator
- Automated decision support for meetings – Reports – emailing reports in future automatically (periodically) to self and peers with the latest data so that managers don’t have to sign in before a morning meeting –reports are already sitting in their inboxes
- Automated decision support for meetings – BI Dashboard Tiles – charts, graphs, tables that summarize activities, productivity, absenteeism, and

any other managerial decision support needed at various levels of the BPHCC hierarchy to be dispatched in future via email

- Notifications/messaging
- Examining the Event Log (Audit Trail)
- Support options – how best to get support efficiently
- Usage reports – why it is important for managers to receive and read Provider' provided unit or department level reports of use of various functions trained in training programs

Setting Global and Unit Parameters

- Access Levels
- Column sets
- Credentials
- Departments
- Employee attributes
- Holidays
- Payroll configurations
- Request types
- Reason codes
- Rules
- Survey
- Swapping configuration

1.2 Training of Managers at BPHCC in Scheduling – CareStaffer

A. Delivery by: Provider Experts

Duration: 4.5 Hours. Same training session as Super Users, but managerial users do not require the last 1.5 hours

Managerial training delivers the capability to use the system effectively to unit/department managers/supervisors; to create, edit and manage the schedules for their staff. It is similar to the training for super users/administrators, but not quite as extensive. It also does not cover global parameters in any detail. Lasting six hours, Provider recommends that the block is divided into two 3-hour sessions.

This training covers all functions which a manager will need to create schedules, manage requests from staff received through automatic notifications, dealing with staffing emergencies and other essential functions. The training will also equip trainees with the skills to deliver LITE portal training to Staff Level Users, enabling Employee Self Service.

The topics covered in the training sessions are broken down into the functions below:

- Navigation within CareStaffer
- Configuring shortcuts/personalizing Dashboards and viewing reminders panel
- Staffing level needs by shift for setting levels, viewing, adjusting, and updating
- Managing employee profiles and preferences
- Recurring assignments (shift template) for unit or departmental work schedules (building and modifying)
- Review and update of (previously set up) unit data (staffing levels, employee profiles, shifts, recurring templates, etc.)
- Creating unit schedules
- Approving Annual Leave or requests for other leave types (leave types are set to match client types; e.g. day off, sick, non-recurring (e.g. jury duty), education, training, etc.
- Reports – Easy access mode vs. drop-down mode, selecting time range and organizational unit parameters, use of Provider free report generator, sending via email, reports automatically (periodically) to self and to peers
- Notifications/messaging
- Examining the Event Log to track who made schedule changes and other changes, dates and times requests for a shift are made so policies such as first come first serve for requests can be easily followed
- Support options – how best to get support efficiently – use and value of the ASK CSI or ask help button on every screen rather than make outgoing phone calls
- Usage reports – why it is important for managers to receive and read Provider provided unit or department level reports of use of various functions trained in training programs,
- All relevant parts of the following functionalities, after discussion with BPHCC senior management:
 - Automated decision support for meetings via updated Reports – emailing of such reports in future automatically (periodically) to self and peers with the latest data so that managers don't have to sign

in before a morning meeting –reports are already sitting in their inboxes

- Automated decision support for effective management and informed meetings – Real-Time BI Dashboard Tiles – charts, graphs, tables that summarize activities, productivity, absenteeism, and any other managerial decision support needed at various levels management to be dispatched in future via email

1.3 Training of Staff Level Users at BPHCC in Employee Self Service – LITE Portal

B. Delivery by: BPHCC Super users and/or managers (Oversight by Provider)

Duration: Typically 30 Minutes (may last up to 45 Minutes, depending on user readiness as revealed by Provider Readiness Surveys)

Training sessions for users will be catered for in 45-minute blocks, in sessions of 12-15 users at a time. Managerial and Super Users will provide oversight and also observe as part of their training and improving future training delivery.

The following training is for staff level users at BPHCC. Staff involvement in training is not expected to last more than 30-40 minutes. It will cover CareStaffer LITE training for the community of staff users using the scheduling system and its associated features.

Training will include:

- Navigation into the employee self-service screens of application – LITE App
- Review personal calendar
- How to submit a request for time off (Annual Leave, Day Off, etc.) or on (Day On, Shift On, Study, etc.) request.
- How to request a schedule change
- Adding the show of availability to work overtime if needed
- Bidding on available shifts
- Notifications/messaging
- Support options – when to use the ASK CSI button on each screen
- All necessary staff functions as decided by BPHCC management

SCHEDULE F

Interface Specifications

Interfaces

This document describes following interfaces:

1. Human Resource and Accruals Interface - Kronos to CareWare
2. Schedule Actions Interface - Bidirectional
3. Time Data Interface - Kronos to CareWare

Interface Methodology

As there are near real time interfaces required, a table view interface is the best option for most of the interfaces. This will involve CareWare accessing a mirrored version of the Kronos database, rather than the database itself. This is a preferred approach, as CareWare will never access the database, or the data directly, ensuring the data cannot be altered or accessed. Rather, CareWare will access the data stored at a mirrored location, reflecting the real time data. The time data interface is best implemented using a flat file methodology.

Sample Tables are enclosed with this document to demonstrate examples of proposed tables for the interface, and the required data fields. These will be refined as required.

Also enclosed is a table detailing the single required outbound interface from CareWare to Kronos, required to send the latest CareWare Schedules. This is a format we currently use, which can be tweaked as appropriate.

All interfaces will be updated if/when required based on an update of the incumbent Kronos application at Dane County.

1. Human Resource and Accruals Interface

Purpose of the Interface

The purpose of the interface is to seamlessly integrate all data relevant to employees between Kronos and CareWare. Presently, there is an interface between E-Personality and Kronos, once a pay period, which updates the employee demographic information in Kronos. This interface accounts for many things, including change of name, change of unit, change of grade, changes of contact details, changes of status and the addition of new employees. A similar interface is required between Kronos and CareWare to provide CareWare with the latest employee data. In addition to the HR data, this interface can also be setup to integrate all accrual data. This data is required to be sent to CareWare from Kronos in a similar time frame, once per pay period, while the ability to push the data manually at any time is also retained.

Interface Scope

The scope of this interface is to integrate CareWare with Kronos to replicate the following transactions made on Kronos to CareWare:

- Employee Data Interface
- Leave Balances

Employee Data Interface

Direction: Kronos → CareWare

Proposed Interface Type: Mirrored Table View

Frequency: Biweekly (but open to push data at any time)

Other:

The data to be read and interfaced is to be decided, but may include data fields such as:

- Employee ID
- First Name
- Last Name
- Position Number

- Position Title
- Gender
- Salary
- Date of hire
- Status
- Email Address
- Full Time / Part Time
- Etc.

Leave Balances

Direction: Kronos → CareWare

Proposed Interface Type: Mirrored Table View

Frequency: Biweekly (but open to push data at any time)

Other: Interface will be a full listing of all employees and their available leave balances for the various leave types, at an effective date. CareWare will be overwritten at the effective date with the new balance. Data in the interface will include:

Files Include:

- Employee ID
- Leave Type (Vacation, Sick, Comp Time, Etc.). List of leave types to be agreed.
- Available Hours
- Effective Date

2. Schedule Actions Interface

Purpose of the Interface

The purpose of the interface is to seamlessly integrate all schedule changes between Kronos and CareWare. Presently, schedule changes are performed in Kronos. With a new scheduling system, CareWare, Dane County would like to enter schedule changes in CareWare, but also retain the capability to make schedule changes in Kronos. It is required that changes made in either application are reflected in the other through a bidirectional interface. If using this workflow, it would be required that the information exchange takes place very frequently so that both applications retain near real time accuracy.

Interface Scope

In order to achieve the above interface, CareWare proposes the following solution, which in effect is two separate interfaces.

1. A Schedule Interface, which sends details of the employee's schedule from CareWare to Kronos
2. A Request Actions interface, which will send details of any approved requests or applications of leave balances from Kronos to CareWare

The rationale for this solution is as follows:

- Obviously it is much simpler to only use one platform to perform schedule changes, but as Dane County wishes to retain the functionality in both, this solution will allow this
 - The latest schedule for each employee will be sent from CareWare to Kronos, overwriting what is in place. This will account for any changes made in CareWare, application of leave, shifts with particular pay codes (e.g. OT), etc.
 - It is not possible to send a schedule back from Kronos to CareWare. What is possible however, is to send all request actions.
 - This interface will account for all assignments of leave from preset benefit accounts (vacation, sick, etc.) and these will be pushed to CareWare, where they will then be reflected in the schedule
 - Only schedule changes in Kronos involving the application of leave balances will be pushed.

Schedule Actions Interface

1. Schedule Interface

Direction: CareWare → Kronos

Proposed Interface Type: Mirrored Table View

Frequency: 5 Minutes (proposed, open to change)

Other:

The latest schedule in CareWare will be pushed to Kronos and overwrite the existing schedule in place. Any changes since the last run will now be reflected in Kronos. This includes the following:

- Approved Leave Request
- Leave Applied by manager
- Changed Assignment
- Details of all Assignment Changes

2. Request Action Interface

Direction: Kronos → CareWare

Proposed Interface Type: Mirrored Table View

Frequency: 5 Minutes (proposed, open to change)

Other:

Any changes in Kronos relative to the application of leave will be pushed to CareWare and overwrite the existing schedule in place. Any changes since the last run will now be reflected in CareWare. Only schedule changes in Kronos involving the application of leave balances – Sick, Vacation, Comp Leave, Etc. (TBD)

3. Time Data Interface

Purpose of the Interface

The purpose of the interface is to seamlessly integrate all time data entry information between Kronos and CareWare. All time entry information will then be stored in CareWare as well as Kronos. The actual time entry data delivered to CareWare will overwrite the proposed schedule to reflect actual time worked, which can then be used to make informed decisions, such as suitability for overtime.

Interface Scope

The scope of this interface is to integrate CareWare with Kronos to replicate the following transactions made on Kronos to CareWare:

- Employee Time Entry

Data will be taken on each export for the previous 14 day period, and on import, will overwrite existing time entry data, ensuring that any retrospective time changes in Kronos are accurately reflected in CareWare.

Time Data Interface

Direction: Kronos → CareWare

Proposed Interface Type: Flat File

Frequency: Daily, time to be decided

Other:

The data to be read and interfaced is to be decided, but may include data fields such as:

- Employee ID
- Time Entry Date
- Time Entry Time

SCHEDULE G
Service Level Agreement

Service Level Agreement
(SLA)

BETWEEN CARE SYSTEMS INC, USA AND
DANE COUNTY, WI

(Care Ware Application Suite – Hosted at Amazon Web
Services)

Effective Period: 1/1/2020-12/31/2024



CONTENTS

<u>INTRODUCTION</u>	40
<u>Purpose</u>	40
<u>SCOPE</u>	411
<u>Stakeholders</u>	411
<u>Agreement Period</u>	411
<u>Services Covered</u>	42
<u>Exclusions</u>	44
<u>RESPONSIBILITIES</u>	44
<u>Application Provider’s responsibilities</u>	44
<u>Customer’s responsibilities</u>	45
<u>Assumptions</u>	45
<u>SERVICE LEVEL MANAGEMENT</u>	46
<u>Service Availability</u>	46
<u>Availability Restrictions</u>	46
<u>Service Measurement</u>	47
<u>Service Requests</u>	47
<u>Enhancements and Change Requests</u>	49
<u>Incident Priority Matrix and Response Times</u>	49
<u>Service Level Reporting</u>	50
<u>Service Maintenance</u>	50
<u>Service Exceptions</u>	51
<u>AGREEMENT SIGNATURES</u>	52
<u>APPENDIX (A) - AMENDMENTS</u>	52

- **INTRODUCTION**

This document represents a Service Level Agreement (“SLA” or “Agreement”) between Care Systems Inc. (“Application Provider”) and Dane County, WI (“Customer”) for the provisioning of IT services required to support and sustain the CareWare suite of applications including system enhancements which are identified to be out of scope of the agreed project requirement functionalities.

This Agreement remains valid until superseded by a revised agreement mutually agreed upon by the stakeholders. Changes (if any) are recorded in the Amendments section of this Agreement and are effective upon mutual agreement by the primary stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

- **Purpose**

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the Customer(s) by the Application Provider.

The goal of this Agreement is to obtain mutual agreement for IT service and support provision between the Application Provider and Customer.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service/support provision to the customer.
- Match perceptions of expected service provision with actual service support and delivery.

- **SCOPE**

- **Stakeholders**

The following parties will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA. These parties must also approve all subsequent changes to the SLA.

Stakeholders are responsible for ensuring their respective parties agree and conform to the details defined in the Service Level Agreement.

This SLA is between:

Customer (Client) :
Dane County Details

Application Provider (Supplier) :
Care Systems Inc.
1 Research Court,
Suite 120,
Rockville, MD 20850 USA

Key contact:

Project Manager
@caresystemsinc.com

- **Agreement Period**

This SLA comes into effect on the DATE and will remain in force until the end of the Agreement between Care Systems and Dane County. It may be reviewed at any point, by mutual agreement. It may also be reviewed following any substantial changes to application, equipment or services.

- **Services Covered**

The following detailed service parameters are the responsibility of the Application Provider in the ongoing support of this Agreement. The following Services are covered by this Agreement.

Software upgrades and patches

The Application Provider, under the direction of the Customer or other customers, may develop enhancements to the Application and produce documentation necessary to work with the Application. The Application Provider will provide one free Application upgrade ("new versions") a year to the Customer and these would be provided in a similar timeline that the Application
Page 41 of 52

Provider provides the same versions to its other customers. Application setup configurations at the Customer site would be preserved during these upgrades. Any required configuration changes shall be mutually agreed by Application Provider and Customer stakeholders.

Application patches (“fixes”) will be provided on an as-needed basis as agreed upon by the Application Provider and Customer.

Application data backup and recovery

Care Systems will provide nightly full database backups of Dane County’s Care Ware scheduling application via a secure Amazon S3 bucket which is reserved solely for Dane County. This data repository is highly available and contains most secure server-side data encryption which applies to ‘data encryption at rest’ with a 256bit AES block cypher.

Dane County will be provided with a secure URL with a unique login to access the database repository which contains the daily database backups as specified below.

Backup frequency: Daily

Backup time: 12.00am Eastern Time

Backup type: Full Database backup (MS SQL *.bak format)

Retention Period: Retention period of the data backups is restricted to 15 days. Any DB backup older than 15 days will be automatically deleted from the S3 bucket.

Delivery method: Online (electronic access)

Dane County can access or download the appropriate database backup from the link provided by Care Systems at any time.

Automated server monitoring

Application Provider IT and/or Customer IT would setup server monitoring software to monitor the performance and “health” of both the server and Application. This monitoring software will utilize email/SMS technology to inform specific parties of any anomalies. In addition to automated monitors, Application Provider IT would periodically connect to the servers to ensure the correct operation of the Application.

Customer support

The Application Provider will provide support for all functional and operational issues escalated by users of the Application. Support is offered in 4 forms:

- **Application Integrated System Support** – provided through an integrated Application feedback loop. All online support inquiries will be responded to within 24 hours of submission.
- **Support via Emails** – provided through an Application email address: support@caresystemsinc.com All e-mail support inquiries will be responded to

within **24 hours** of submission excluding weekends. Requests received during normal business hours will receive a response on the same day.

- **Phone Calls** – allow users to call our hotline and our technical support help line during the hours agreed upon.
- **OTRS – web based ticketing system** – provided through a web based application that enables customers to log technical incidents on their own with options to track progress and monitor service level.

Application Uptime

The Application will be available 24x7 with the exception of the planned maintenance window. In the event the Application goes down for any software related reason, Application Provider IT will bring it back to its normal operational state within **2 hours** during normal business hours and within **24 hours** during off-hours. If server(s) are located at the Customer sites, all network, power, hardware outages and other factors that would hinder the availability of the Application will be corrected by the Customer IT in accordance to current Customer IT policy unless stated herein.

Interface support

Support will be provided for all interfaces established between Application and Customer's other information systems. This support will be provided on an as-needed basis and will be subject to the normal business hours. Response times will be dependent on the severity of the problem, in line with response times outlined in this SLA.

Vacation Bidding Module Support

Additional support will be provided for the Vacation Bidding module within CareWare, as purchased by the client along with standard CareWare licenses. This support will be provided on an as-needed basis and will be subject to the normal business hours. Response times will be dependent on the severity of the problem, in line with response times outlined in this SLA.

-
- **Exclusions**

This SLA is written in a spirit of partnership. Care Systems will always do everything possible to rectify every issue in a timely manner. However, there are a few exclusions. This SLA does not apply to:

- Any services or other parts of the system not listed above
- Software or services not purchased via and managed by Care Systems

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is **not recommended**.
- The client has made **unauthorised changes** to the configuration or set up of affected software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the Care Systems' control. For instance: fire, floods, war, acts of god and so on.

This SLA also does not apply if the client is in breach of its contract with the supplier for any reason (e.g. late payment of fees). Having said all that, Care Systems strives to be helpful and accommodating at all times, and will do its absolute best to assist the County wherever possible.

- **RESPONSIBILITIES**

- **Application Provider's responsibilities**

Application Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Training required staff on appropriate service support tools
- Logging all Application Provider resource hours associated with services provided
- Appropriate notification to Customer for all scheduled maintenance (refer – Service Level Management)
- Facilitation of all service support activities involving incident, problem, change, release and configuration management.
- Maintain good communication with the client at all times.

- **Customer's responsibilities**

The client will use the supplier-provided IT system as intended. Customer responsibilities in support of this Agreement include:

- Handle first level service queries
- Escalate all technical incidents through the online technical support tool provided
- IT department at the Customer site will ensure that all Application servers (main Application server, Database server, Training/Testing servers, and/or Application Provider provided third party software server) are routinely updated with the required security and operating system patches.
- Application vendor will ensure and undertake all backups and recoveries of the application with customer IT policies.
- All network/power/hardware outages to be corrected by IT in accordance with current Customer policies or as mutually agreed upon herein
- Provide appropriate notice about any scheduled maintenance that result in Application servers being taken offline to users of the Application
- Customer IT will provide support for all client workstations' hardware and software issues reported in connection with the use of the Application. Escalation of any unresolved issue to Application Provider IT.
- Customer IT to provide basic Application support which includes user administration and password management

- Assist Application Provider IT in support and troubleshooting of Application and servers
- Assist Application Provider IT during upgrades/patches to the Application
- Maintain good communication with the supplier at all times.

- **Assumptions**

Assumptions related to in-scope services and/or components include:

- Services provided to customers external to IT and/or specific party/individual and are communicated through one or more assigned Customer Project Manager(s).
- Funding for major upgrades will be provided by the Customer and treated as a project outside the scope of this Agreement.
- Changes to services will be communicated and documented to all stakeholders.

- **SERVICE LEVEL MANAGEMENT**

Care Systems will always endeavor to resolve problems as swiftly as possible. It recognizes that the functions of the Care Ware Applications are vital to streamline staff and schedule management activities in the County and that any downtime can cause hindrances to its operations and may lead to losses.

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring, measurement and reporting of in-scope services and related components.

- **Service Availability**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Monday – Friday from 8:30 A.M. to 5:30 P.M (excluding major holidays)
- 24 X 7 Support Services (Gold Level) Available at an extra cost

These are the “normal business hours” of the Application Provider

Production Computing Environment

Customer IT Availability	Monday – Friday
Maintenance Window	Monday – Friday 8:30 A.M. to 5:30 P.M. Local Time
Automated Server Monitoring	24 x 7, 365 days per year

- **Availability Restrictions**

Application Provider IT availability for Application upgrades/patches will coincide with the working hours of the Customer IT department. This is required when remote access to the Application servers is necessary.

-
- **Service Measurement**

The following measurements will be established and maintained by the Service Provider to ensure optimal service provision to the Customer:

Measurement	Definition	Performance Target
Application Availability	Percentage of time Application is available outside of maintenance window.	99% availability.
# of Unscheduled Outages	Number of outages during the Core Availability Time	1 outage per quarter not to last more than 1-hour.
Response to Questions	Number of user questions responded to in a timely fashion by the Application Provider	95% of all user questions responded to within the set time ranges described in <i>Services</i> above

- **Service Requests**

All service requests that are received through all available communication channels will be assigned to one of the following categories to differentiate the type of attention and to expedite the resolution. It will be the duty of 1st Level Support Team, placed by the Application Provider.

- **General Queries and Requests** – All queries and requests that could be handled and resolved by the Customer Support team of the supplier. Mainly questions and minor configuration requests sent by end users or by Customer IT / Project Team. Preferred Communication Channels are;
 - *Emails to Support Team, Systems Integrated Support Option*
- **Technical Incidents** – All incidents that restrict or hinder the functionalities of the application that was designed/customized to perform at the Customer Site. Application Provider is obliged to attend to these issues based on the severities defined under *Response Times*. Preferred Communication Channels are;
 - *Emails to Support Team, Telephone Calls, OTRS Ticket Request System*
- **Enhancements and Change Requests** - All modifications, changes, or enhancements to the current system design/code that are different to what was requested and agreed upon during the initial requirement (RFC). Preferred Communication Channels are;
 - *Emails to Business Director, Project Manager, and Project Team*

- **Enhancements and Change Requests**

Enhancement and change requests that require design/code modifications and are different to what was agreed upon in the contract and/or RFC will be treated as a project outside the scope of this Agreement.

All such requests need to come through Customer IT or the person in charge of the application at the customer end. Request needs be detailed, specific and should be directed to the Project Manager/Business Director of the application provider.

Post initial assessment, the Project Manager must send it to the Development manager for an estimation about the workload and time required for development and testing.

Based on the development cost, the Business Director will finalize and communicate the charges to the Customer. Upon the Customer's written confirmation about the willingness to proceed, the business director will send the change request for the development team to start work.

Once the enhancements are developed and tested, LIVE/TEST applications can be updated after obtaining the necessary approvals from the customer and the business director will raise invoices accordingly.

As a result of modifications, if there are drastic changes to the services, they must be reviewed and mutually agreed upon between the Customer and Application Provider. Such changes could be incorporated to this agreement as amendments in Appendix A..

- **Incident Priority Matrix and Response Times**

In support of services outlined in this Agreement, the Application Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- Four (4) hours for issues classified as **Critical** priority. A severe priority issue renders the software inoperable or causes the software to substantially fail. Examples: not being able to access the Application, Application exception messages, and Application screen not opening.
- Twelve (12) hours for issues classified as **High** priority. A high priority issue degrades the performance and/or causes limitation to the use of the software. Example: lack of functionality as designed
- Forty Eight (48) hours for issues classified as **Medium** priority. A Medium priority issue degrades some functionalities or may effect some users, but core business process could continue. Example: Unable to modify/access credentials

- Ninety Six (96) hours for a **Low** priority or general service **Request**. A low priority issue has minor impact on the overall use of the Application. Example: Functionality of a single user impacted.

Reported incidents will be prioritized based on the matrix below.

Organisation-wide	High				
Unit-wide	Medium	High	High		
Manager level		Medium	High	High	High
Staff level			Medium	Medium	High
	Workaround Available	Performance Slowed	Process Impacted	Impacting Other Processes	Emergency Situation

- **Service Level Reporting**

The Application Provider will supply the Customer with the following reports (as requested) on the intervals indicated:

Report Name	Interval	Recipient	Responsible
Application Availability Report	Quarterly	Project Manager	IT Manager
Client Response Time Report	Quarterly	Project Manager	Director, Client Services
Application Incident Report	Quarterly	Project Manager	IT Manager

- **Service Maintenance**

All services and/or related components require regularly scheduled maintenance (“Maintenance Window”) in order to meet established service levels. These activities will render systems and/or applications unavailable for normal user interaction for the following locations and timeframes. The Application Provider IT will schedule these Maintenance Windows at times less inconvenient to the majority of users.

- **Service Exceptions**

Any deviations (if any) from current policies, processes and standards are noted by the following Service Exceptions:

Service	Exception(s)

- **AGREEMENT SIGNATURES**

This service level agreement is agreed as part of the Technical Support Contract between Dane County, WI and Care Systems Inc, USA:

Signed on behalf of Dane County, WI:

Name:

Position:

Date:

Signed on behalf of Care Systems:

Name:

Position:

Date: